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PHARMACY SERVICE AGREEMENT (the "Agreement")

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")

and

THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")

Effective as if executed on October 1, 2019 (the "Effective Date") through to September 30, 2024

WHEREAS the Parties entered into an agreement (the "former Agreement") for the period of March 31, 2014 to March 31, 2016 to provide compensation to Providers for the provision of pharmacy-administered publicly funded influenza vaccine services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties have conducted themselves as if the former Agreement has continued in effect in accordance with Article 4.4 of that Agreement;

AND WHEREAS the Parties now wish to enter into a new Agreement pertaining to continuing and expanded pharmacy services by Providers to all Residents under the *Fair Drug Pricing Act*;

NOW THEREFORE in consideration of the mutual covenants, promises, and agreements contained in this Agreement, and other good valuable consideration, the Parties to this Agreement agree as follows:

1.0 Definitions

1.1 In this Agreement,

1.1.1 "Flu Vaccine Service" means pharmacist-administered, publicly funded seasonal influenza vaccines;

1.1.2 "Pharmacy Guide" means the Guide to the Nova Scotia Pharmacare Programs and Services, as published by the Nova Scotia Department of Health and Wellness, as amended from time to time.

1.1.3 "Provider" means:

1.1.3.1 A pharmacy licensed under the *Pharmacy Act* that has confirmed agreement with the Service Agreement between the Minister and the Pharmacy Association of Nova Scotia and has been designated as a provider, or in a class of providers, and

1.1.3.2 A supplier of drugs, devices or services that is not licensed as a pharmacy under the *Pharmacy Act* but is designated as a provider or in a class of providers.

1.1.4 "Resident" means a resident as defined in the *Hospital Insurance Regulations* under the *Health Services Insurance Act*, or any successor legislation.

1.1.5 "Steering Committee" means the Pharmacy Services Steering Committee established under the Tariff Agreement and in accordance with the Terms of Reference attached thereto as Appendix A.

2.0 Services and Claims for Services

2.1 Providers will provide the Services set out in Article 2.3 to a Resident who has a valid Nova Scotia health card number, and both the Resident and the Service meets the eligibility criteria as established by the Pharmacy Guide.

2.2 The Department is the payor of last resort for any Services rendered by a Provider under this Agreement.

2.3 The Department agrees to reimburse a Provider the following maximum special services fee for the provision of the specified Service:

2.3.1 Flu Vaccine Administration:

2.3.1.1 Effective Date - March 31, 2020: \$12 per vaccine

2.3.1.2 April 1, 2020: \$12.40 per vaccine

2.3.1.3 April 1, 2021: \$12.55 per vaccine

2.3.1.4 April 1, 2022: \$12.70 per vaccine

2.3.1.5 April 1, 2023: \$12.85 per vaccine

2.3.1.6 April 1, 2024: \$13.00 per vaccine

2.3.2 Adult Vaccines:

2.3.2.1 The Parties agree the Department, in consultation with PANS, may expand the role of Providers for publicly funded adult vaccines, subject to confirmation of vaccine funding, distribution and storage, with such expansion to be overseen by the Chief Medical Officer of the Department.

2.3.3 Prescription Renewal:

2.3.3.1 April 1, 2020 – September 30, 2024:

2.3.3.1.1 \$12 fee if three (3) prescriptions or less are renewed

2.3.3.1.2 \$20 fee if four (4) or more prescriptions are renewed

2.3.3.1.3 Maximum of four (4) service fees billed per year per patient

2.3.4 Assessment and Prescribing for Herpes Zoster:

2.3.4.1 January 1, 2020 – September 30, 2024:

2.3.4.1.1 \$20 fee per assessment

2.3.4.1.2 Maximum of two (2) service fees billed per year per patient

2.3.5 Assessment and Prescribing for Urinary Tract Infections:

2.3.5.1 January 1, 2020 – September 30, 2024:

- 2.3.5.1.1 \$20 fee per assessment
- 2.3.5.1.2 Maximum of two (2) service fees billed per year per patient

2.3.6 Contraception Management Assessment and Prescribing:

2.3.6.1 January 1, 2020 – September 30, 2024:

- 2.3.6.1.1 \$20 fee per initial assessment
- 2.3.6.1.2 \$20 per subsequent assessment that results in a change in therapy
- 2.3.6.1.3 \$12 fee per subsequent assessment that does not result in a change in therapy
- 2.3.6.1.4 Maximum of one (1) service fee billed per year per patient for an initial assessment
- 2.3.6.1.5 Maximum of one (1) service fee billed per year per patient for a subsequent assessment that results in a change in therapy
- 2.3.6.1.6 Maximum of one (1) service fee billed per year per patient for a subsequent assessment that results in no change in therapy

2.3.7 Anticoagulation Management:

2.3.7.1 October 1, 2019 – September 30, 2024:

- 2.3.7.1.1 \$50 fee per month for patients enrolled prior to October 1, 2019 as part of the Community Pharmacist-led Anticoagulation Management Service (“CPAMS”) demonstration project or as part of the unattached patient program
- 2.3.7.1.2 Program details to be reviewed upon receipt of the CPAMS final evaluation.

2.3.8 Such other services, e.g. Smoking Cessation, as may be agreed to by the Parties during the Term of this Agreement.

- 2.4 The Parties agree that the Services set out in Sub-articles 2.3.3 to 2.3.7 are subject to evaluation during the Term of this Agreement by the Department, in its sole discretion, with guidance from the Steering Committee.
- 2.5 Providers will submit claims for the fee for Service to the Department in a form and manner determined by the Department, such claims which must be received within 90 days of the date upon which the Service was supplied.
- 2.6 The Parties agree that no loyalty points or similar program may be offered by a Provider on any of the Services listed under Article 2.0.

3.0 Demonstration Projects

- 3.1 The Department will provide four hundred thousand dollars (\$400,000) funding effective April 1, 2020 and annually thereafter during the Term of this Agreement to conduct demonstration projects for new services under consideration.
- 3.2 The Parties agree that if monies allocated are not spent on demonstration projects in the year in which they are allocated, the remaining monies may only

be carried over to the subsequent year to be used for demonstration projects, not exceeding carryover of monies for more than two (2) consecutive years.

4.0 Audit

4.1 Providers will permit the Department or its authorized agents, access to all provider records deemed necessary by the Department to verify billings under this Agreement.

5.0 Confirmation by Providers

5.1 The Parties acknowledge and agree that Providers will become parties to this Agreement, and cease to be parties to this Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.

6.0 Term and Termination

6.1 The Term of this Agreement will commence on October 1, 2019 to September 30, 2024 (the "Term").

6.2 The Parties may agree to extend the Agreement beyond the end of the Term of September 30, 2024 subject to the understanding that any extension may be terminated with 30 days' notice by either party.

6.3 This Agreement may be terminated by either Party sending a written notice of termination by registered mail addressed to the other party at that party's last known mailing address, in which case the Agreement will expire on the 90th day following the date of mailing.

6.4 Upon expiry of this Agreement on September 30, 2024, if the Parties have not extended the Term of this Agreement in accordance with clause 6.2 or served notice of termination pursuant to clause 6.3, the provisions of this Agreement will remain in effect until such time as the Parties agree upon a new Agreement, or the Agreement is terminated through 30 days' notice by either party.

6.5 In the event that:

6.5.1 The Provider has its license or certificate of accreditation revoked or suspended, the provider's rights under this Agreement is terminated without notice.

6.5.2 There is a change in Provider ownership, the provider will notify the Department 30 days in advance of the change in ownership, and the Provider's rights under this Agreement will automatically terminate on the date of transfer of ownership. The Department agrees to retain this information in confidence.

6.5.3 The Provider is found to contravene or default on the obligations under this agreement, the provider's rights under this Agreement will automatically terminate.

6.6 Upon termination, the rights of the Provider hereunder automatically cease and terminate, and the Department agrees to pay the Provider all claims then properly due and owing pursuant to this Agreement, provided that such claims are submitted within 90 days of the date of the termination. Notwithstanding the termination of this Agreement, the Department may continue to exercise its audit rights pursuant to Article 4.0 of this Agreement.

7.0 **Amendment**

7.1 This Agreement, including Appendix A, may be amended with the written consent of both Parties.


8.0 **Approval**

8.1 This Agreement is subject to approval by Governor in Council.


Witness


DEC 09 2019

Date


Honourable Randy Delorey
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.


Witness


Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

Nov. 8 2019
Date

APPENDIX A

PHARMACY SERVICES STEERING COMMITTEE

TERMS OF REFERENCE

1.0 PURPOSE

The Pharmacy Services Steering Committee (PSSC) is established, and is provided with these Terms of Reference, under the authority of the Minister of Health and Wellness (Minister).

The purpose of the PSSC is to provide a forum for senior management from the Nova Scotia Department of Health and Wellness (DHW), the Pharmacy Association of Nova Scotia (PANS) and as required, representatives from other stakeholder groups, to discuss and resolve issues of a strategic nature and to identify opportunities that support the ongoing relationship between community-based pharmacy and the Province of Nova Scotia.

2.0 MEMBERSHIP

The PSC consists of:

- Three members from the Department of Health and Wellness, as appointed by the Deputy Minister, including one member nominated to serve as co-chair.
- One member from the Department of Community Services, as appointed by the Deputy Minister.
- Three members from the Pharmacy Association of Nova Scotia, as appointed by the Board of Directors, including one member nominated to serve as co-chair.
- Representatives from other stakeholder groups may be invited to attend, as required.

3.0 MANDATE AND RESPONSIBILITIES

The PSSC is an oversight and advisory committee whose members are accountable to their respective organizations.

The PSC's responsibilities include, but may not be limited to:

- The review, approval and ongoing revision of this Terms of Reference document.
- The establishment of reporting and communications processes, used to inform stakeholders of the objectives, activities, progress and accomplishments of the PSSC and any Working Group(s) or sub-committee(s) established by the PSSC.
- Sharing of information as appropriate to the project.
- Oversight for any agreement(s) (existing or new) between DHW and PANS.
- To provide a forum for discussion of issues related to the delivery of pharmacy services and new investments in pharmacy services.
- Identification, prioritization and development of recommendations to the Minister of Health and Wellness, for demonstration products and/or agreements for funded services that may be considered in the future.
- Direction for any Working Group(s) established to support the mandate identified.

4.0 MEETINGS

The PSSC will meet no less than three times per year and such additional times as necessary to efficiently carry out its mandate.

5.0 GENERAL PROVISIONS

5.1 Secretariat and Administrative Support

Secretariat and administrative support is provided by the PSSC co-chairs or their delegates.

5.2 Amendment to Terms of Reference

These Terms of Reference may be amended at any time with the agreement of the DHW and PANS and approval by the Minister.

5.3 Confidentiality

Committee members will be required to sign a Confidentiality Agreement.

5.4 Working Group(s) and Sub-Committees

Working Group(s) and/or sub-committee(s) can be created and disbanded on an "as-needed" basis by the PSSC to examine issues or opportunities on behalf of the PSSC.

**AMENDING AGREEMENT #1
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to include vaccination against COVID-19 offered by Providers and other self-regulated health care professionals under Provider's direction and supervision, and to support the immunization of long term care designated care givers ("LTC DCG"), in response to the global COVID-19 pandemic;

NOW THEREFORE in consideration of the mutual covenants, promises and agreements contained herein and other good valuable consideration, the parties agree as follows:

1.0 The parties agree that Section 1.0 of the Original Agreement is amended by adding the following new definition immediately before Section 1.1.1:

1.1.1A "COVID-19 Vaccine Service" means COVID vaccinations provided by Providers, or other self-regulated health care professionals under the Provider's direction and supervision, including those provided to support the immunization of long term care designated care givers, in response to the global COVID-19 pandemic.

2.0 The parties agree that Section 2.3.1 of the Original Agreement is deleted and replaced with the following:

2.3.1A Flu Vaccine Administration:

2.3.1A.1 Effective Date – March 31, 2021: \$12.40 per vaccine

2.3.1A.2 April 1, 2021: \$12.55 per vaccine

2.3.1A.3 April 1, 2022: \$12.70 per vaccine

2.3.1A.4 April 1, 2023: \$12.85 per vaccine

2.3.1A.5 April 1, 2024: \$13.00 per vaccine

3.0 The parties agree that Section 2.3.1 is further amended by adding the following new pharmacy service:

2.3.1B COVID-19 Vaccine Service:

2.3.1B.1 Effective February 2, 2021: \$16.00 per vaccine dose

- 3.0 Providers and/ or PANS may submit claims for reimbursement of reasonable expenses incurred in relation to the provision of COVID-19 vaccine administration as mutually agreed by the Department and PANS.
- 4.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 5.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 6.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.
- 7.0 This Amending Agreement shall take full force and effect as if fully executed on February 2, 2021.

Anne Walsh
Witness

Zach Churchill
Honourable Zach Churchill
Minister of Health and Wellness

March 30, 2021
Date

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.

Shylia
Witness

Allison Bodnar
Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

MARCH 24, 2021
Date

**AMENDING AGREEMENT #2
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to include assessment and prescribing services for Lyme disease prevention in asymptomatic adults and children;

AND WHEREAS the Parties also wish to amend the Original Agreement to expand the provision of pharmacy services to include vaccination offered by Providers and other self-regulated health care professionals under Provider's direction and supervision;

NOW THEREFORE in consideration of the mutual covenants, promises and agreements contained herein and other good valuable consideration, the parties agree as follows:

- 1.0** The parties agree that Section 1.1.1 of the Original Agreement is deleted and replaced with:
 - 1.1.1B** "Flu Vaccine Service" means seasonal influenza vaccinations provided by Providers, or other self-regulated health care professionals under the Provider's direction and supervision.
- 2.0** The parties agree that Section 1.0 of the Original Agreement is amended by adding the following new definition immediately before Section 1.1.2:
 - 1.1.2A** "Lyme Disease Prevention Service" means pharmacist assessment and prescribing services for Lyme disease prevention (chemoprophylaxis) in asymptomatic adults and children who are Nova Scotia residents.
- 3.0** The parties agree that Section 1.0 of the Original Agreement is further amended by adding the following new definition:

1.1.6 "Vaccine Service" means publicly-funded vaccinations provided by Providers, or other self-regulated health care professionals under the Provider's direction and supervision but does not include vaccination for seasonal influenza or COVID-19.

4.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:

2.3.6 Assessment and Prescribing for Lyme Disease Prevention

2.3.6.1 October 18, 2021 to September 30, 2024:

2.3.6.1.1 \$20 fee per assessment

5.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.

6.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continues in full force and effect for the term thereof.

7.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

8.0 This Amending Agreement shall take full force and effect as if fully executed on October 18, 2021.



Witness

October 26, 2021

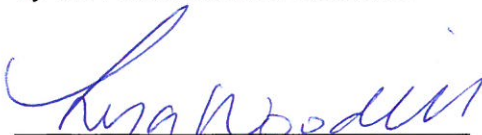
Date



Honourable Michelle Thompson
Minister of Health and Wellness

Signed by DM Jeannine Lagassé, DM of Health and
Wellness, on behalf of the Honourable Michelle
Thompson, Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Association's Executive.



Witness

Oct 18/2021

Date



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #3
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")

and

THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to include community pharmacist-led anticoagulation management services to Nova Scotians with a valid health card who meet clinical eligibility criteria as determined by the Department;

NOW THEREFORE in consideration of the mutual covenants, promises and agreements contained herein and other good valuable consideration, the parties agree as follows:

- 1.0** The parties agree that Section 2.3.7 of the Original Agreement is deleted and replaced with the following:
 - 2.3.7** Anticoagulation Management
 - 2.3.7.1** December 13, 2021 to September 30, 2024:
 - 2.3.7.1.1** For eligible Providers, \$50 fee per month for patients enrolled in the Community Pharmacist-led Anticoagulation Management Service, inclusive of all costs associated with providing the Service.
 - 2.3.7.1.2** Providers must be approved by PANS to be eligible for the fee in 2.3.7.1.1.
 - 2.3.7.1.3** Pharmacy enrollment in providing the service will be gradual commencing from the effective date of this agreement.
- 2.0** The parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.

- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continues in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.
- 5.0 This Amending Agreement shall take full force and effect as if fully executed on December 13, 2021.




Witness

Dec 9, 2021
Date




Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Association's Executive.



Witness

Dec 7 2021
Date



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #4
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to enter amend the Original Agreement to expand the provision pharmacy services to include dispensing of COVID-19 oral antiviral medications to clinically eligible patients by Providers in response to the global COVID-19 pandemic;

AND WHEREAS the Parties also wish to amend the Original Agreement to expand the provision of pharmacy services to include funding prescription renewal services for residents unable to access prescription medications at their usual pharmacy due to pharmacy closures;

AND WHEREAS the Parties also wish to amend the Original Agreement to reflect a fee increase for pharmacy-administered COVID-19 vaccine administration;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree to amend the Original Agreement as follows:

1.0 The parties agree that Section 2.3.1B of the Original Agreement is deleted and replaced with the following:

2.3.1B COVID-19 Vaccine Service:

2.3.1B.1 February 2, 2021 to January 22, 2022: \$16 per vaccine dose

2.3.1B.2 Effective January 23, 2022 to March 31, 2022: \$18 per vaccine dose

2.3.1B.3 Effective April 1, 2022: \$16 per vaccine dose

2.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:

2.3.3A Prescription Renewal related to Pharmacy Closure:

2.3.3A.1 For pharmacy closures related to the COVID-19 pandemic, effective January 21, 2022 to March 31, 2022, or an alternate date determined by the Department and provided to PANS in writing at least seven (7) calendar days in advance:

- 2.3.3A.1.1 \$12 fee if three (3) prescriptions or less are renewed
- 2.3.3A.1.2 \$20 fee if four (4) or more prescriptions are renewed

2.3.3A.2 For other pharmacy closures, the effective dates for which will be determined by the Department and provided to PANS in writing:

- 2.3.3A.2.1 \$12 fee if three (3) prescriptions or less are renewed
- 2.3.3A.2.2 \$20 fee if four (4) or more prescriptions are renewed

3.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:

2.3.7A Assessment, Prescribing, and Dispensing of Antiviral Medication for Treatment of COVID-19:

2.3.7A.1 Effective January 21, 2022 to September 30, 2024:

- 2.3.7A.1.1 Dispensing fee up to a maximum of the Pharmacare Tariff Agreement per dispense
- 2.3.7A.1.2 \$3.50 provisional special rate per dispense

2.3.7A.2 Effective at a date mutually agreed by the Department and PANS to September 30, 2024:

- 2.3.7A.2.1 \$20 fee for pharmacist assessment and prescribing

- 4.0 Providers and / or PANS may submit claims for reimbursement of reasonable expenses incurred in relation to delivery services for COVID-19 antiviral medications as mutually agreed by the Department and PANS.
- 5.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 6.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continues in full force and effect for the term thereof.
- 7.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.
- 8.0 This Amending Agreement shall take full force and effect as if fully executed on January 21, 2022.



Witness




Date




Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

JANUARY 20, 2022
Date

**AMENDING AGREEMENT #5
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties also wish to amend the Original Agreement to reflect a fee increase for pharmacy-administered COVID-19 vaccine administration;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree to amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3.1B of the Original Agreement, which was amended by Amending Agreement #4, is further amended by deleting 2.3.1B.3 and replacing it with:

2.3.1B.3 Effective April 1, 2022 to September 30, 2024: \$18 per vaccine dose

- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein or by other Amending Agreements, in all other respects continues in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on April 1, 2022.



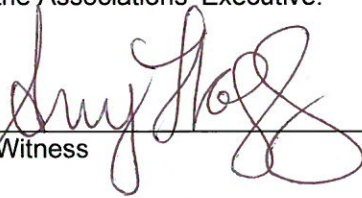
Witness

April 25, 2022
Date

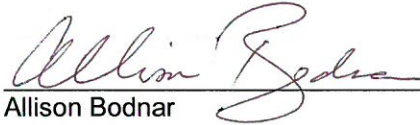


Deputy Minister of Health and Wellness
For: Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

MARCH 28, 2022
Date

**AMENDING AGREEMENT #6
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*,

AND WHEREAS the Parties also wish to amend the Original Agreement to expand the provision pharmacy services to include assessment and prescribing of additional medications for the treatment of COVID-19 to clinically eligible patients by Providers in response to the global COVID-19 pandemic;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree to amend the Original Agreement as follows:

1.0 The parties agree that Section 1.0 of the Original Agreement is amended by adding the following new definition immediately before Section 1.1.2:

1.1.2B "Medication for Treatment of COVID-19" means medication as agreed upon in writing between the Department and PANS for the treatment of COVID-19 in clinically eligible patients.

2.0 The parties agree that Section 2.3 of the Original Agreement, which was amended by adding Section 2.3.7A in Amending Agreement #4, is further amended by deleting 2.3.7A and replacing it with the following:

2.3.7A Assessment and Prescribing of Medication for Treatment of COVID-19:

2.3.7A.1 Effective May 9, 2022 to September 30, 2024:

2.3.7A.1.1 \$20 fee for pharmacist assessment and, if appropriate, prescribing

2.3.7B Dispensing of Antiviral Medication for Treatment of COVID-19:

2.3.7B.1 Effective May 9, 2022 to September 30, 2024:

2.3.7B.1.1 Dispensing fee up to a maximum of the Pharmacare Tariff Agreement per dispense
2.3.7B.1.2 \$3.50 provisional special rate per dispense

- 3.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 4.0 The parties agree that the Original Agreement, save as amended herein or by other Amending Agreements, in all other respects continues in full force and effect for the term thereof.
- 5.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.
- 6.0 This Amending Agreement shall take full force and effect as if fully executed on May 9, 2022.



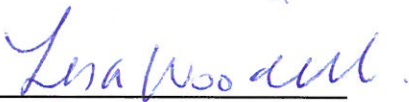
Witness

May 19, 2022
Date



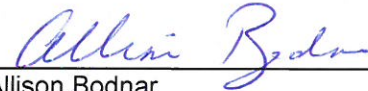
Deputy Minister Jeannine Lagassé for:
Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness

MAY 6, 2022
Date



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #7
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")

and

THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to enter amend the Original Agreement to expand the provision of vaccination against influenza offered by Providers;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2 of the Original Agreement is amended by adding the following clause immediately after Section 2.1:
 - 2.1A Providers shall provide the Services set out in Article 2.3.1A to an individual who does not have a valid Nova Scotia health card number, where both the individual and the Service meet the eligibility criteria as established by the Pharmacy Guide.
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on October 12, 2022.



Witness


December 16, 2022

Date



Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.


Witness

Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

Nov 4 2022

Date

**AMENDING AGREEMENT #8
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to temporarily include therapeutic substitution of prescriptions for paediatric antibiotic formulations, when required due to drug shortage, for all Nova Scotia residents;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:
 - 2.3.7B Therapeutic Substitution of Paediatric Antibiotic Formulations due to Shortage:
 - 2.3.7B.1 December 23, 2022 to June 23, 2023:
 - 2.3.7B.1.1 1 Therapeutic substitution fee of \$26.25 in accordance with the Pharmacare Tariff Agreement.
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on December 23, 2022.



Witness

January 23, 2023

Date



Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

Dec. 22 2022.

Date

**AMENDING AGREEMENT #9
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")

and

THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to vaccination against Meningococcal B offered by Providers to eligible cohorts as determined and approved by the Department;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:
 - 2.3.7C Meningococcal B Vaccine Service:
 - 2.3.7C.1 June 5, 2023 to September 30, 2024:
 - 2.3.7C.1.1 For eligible cohorts, fee of \$18.00 per vaccine.
 - 2.3.7C.1.2 Patients must be in an eligible cohort approved by the Department for Providers to receive the fee in 2.3.7C.1.1.
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on June 5, 2023.

W. Manuel

Witness

July 12, 2023

Date

Michelle Thompson

Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.

W. Bodnar

Witness

MAY 24, 2023

Date

Allison Bodnar

Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #10
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to include therapeutic substitution and prescription adaptation for all Nova Scotia residents with a valid health card;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy services:
 - 2.3.7D Therapeutic Substitution:
 - 2.3.7D.1 June 6, 2023 to September 30, 2024:
 - 2.3.7D.1.1 \$26.50 fee per therapeutic substitution
 - 2.3.7E Prescription Adaptation:
 - 2.3.7E.1 June 6, 2023 to September 30, 2024:
 - 2.3.7E.1.1 \$14 fee per eligible prescription adaptation
 - 2.3.7E.1.2 Prescription adaptation must relate to dose, duration, or refusal to fill a drug monitored by the prescription monitoring program for Providers to receive the fee in 2.3.7E.1.1
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.

- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.
- 5.0 This Amending Agreement shall take full force and effect as if fully executed on June 6, 2023.



Witness

June 29, 2023

Date



Honourable Michelle Thompson
Minister of Health and Wellness

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness

June 8, 2023

Date



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #11
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties now wish to amend the Original Agreement to expand the provision of pharmacy services to include assessment and prescribing of antibiotics to prevent infection for all Nova Scotia residents and non-residents when recommended by Public Health;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3 of the Original Agreement is amended by adding the following new pharmacy service:
 - 2.3.7F Infection Prevention Antibiotic Assessment and Prescribing:
 - 2.3.7F.1 October 1, 2023, to September 30, 2024:
 - 2.3.7F.1.1 \$20 fee per eligible assessment and prescription for antibiotics to prevent infection when participating in a Public Health initiative directed by the Nova Scotia Department of Health and Wellness.
 - 2.3.7F.1.2 Public Health must confirm the patient is eligible for infection prevention for Providers to receive the fee in 2.3.7F.1.1
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and

binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on November 15, 2023.



Witness

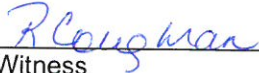
December 1, 2023

Date



Honourable Michelle Thompson
Minister of Health and Wellness

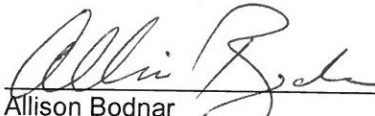
Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness

Oct 31, 2023

Date



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

**AMENDING AGREEMENT #12
(the "Amending Agreement")**

to the

PHARMACY SERVICE AGREEMENT

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA
As represented by the Department of Health and Wellness
(Hereinafter referred to as "Department")**

and

**THE PHARMACY ASSOCIATION OF NOVA SCOTIA
(hereinafter referred to as "PANS")**

WHEREAS the Parties entered into an agreement (the "Original Agreement") for the period of October 1, 2019 to September 30, 2024 to provide compensation to Providers for the provision of pharmacy-administered publicly funded services to Residents under the *Fair Drug Pricing Act*;

AND WHEREAS the Parties wish to amend the Original Agreement to remove the annual limit on pharmacy prescription renewals for all Nova Scotia residents;

NOW THEREFORE in consideration of the above terms and conditions set out herein, the Parties agree amend the Original Agreement as follows:

- 1.0 The parties agree that Section 2.3 of the Original Agreement is amended by deleting subsection 2.3.3.1.3 in its entirety to remove the annual limit on the number of service fees that can be billed for pharmacy prescription renewals.
- 2.0 The Parties acknowledge and agree that Providers will become parties to this Amending Agreement, and cease to be parties to this Amending Agreement, in accordance with a signed Confirmation of Agreement, in a form determined by the Department in its sole discretion.
- 3.0 The parties agree that the Original Agreement, save as amended herein, in all other respects continue in full force and effect for the term thereof.
- 4.0 This Amending Agreement may be signed by the Minister and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Amending Agreement to the other party upon request or as otherwise required by law.

5.0 This Amending Agreement shall take full force and effect as if fully executed on April 15, 2024.

Witness

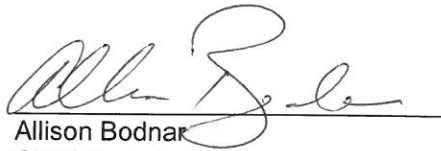
Honourable Michelle Thompson
Minister of Health and Wellness

Date

Accepted on behalf of The Pharmacy Association of Nova Scotia subject to ratification by the Associations' Executive.



Witness



Allison Bodnar
Chief Executive Officer
Pharmacy Association of Nova Scotia

Apr 9, 2024

Date